

ATTACHMENT A
BRYCE CANYON NATIONAL PARK
COMMERCIAL USE AUTHORIZATION
CONDITIONS OF THIS AUTHORIZATION

1. **The Commercial Use Authorization** (CUA) holder shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
 - a. This CUA is applicable only for the use of the area(s) and terms designated in Attachment B.
 - b. The National Park Service will not approve the rates of the CUA holder.
 - c. The CUA holder must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
 - d. The CUA holder and all participants authorized herein must comply with all of the conditions of the CUA including all exhibits or amendments or written directions of the park Superintendent.
 - e. This CUA does not authorize the CUA holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
 - f. The CUA holder is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation.
 - g. The CUA holder will have none of the rights or privileges of PL 89-249, and will not be considered a concessionaire to the National Park Service.
2. **DAMAGES** - The CUA holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the CUA holder is authorized.
 - a. The area(s) authorized for use under this CUA must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent.
 - b. CUA holder will comply with applicable public health and sanitation standards and codes.
 - c. The CUA holder shall be liable for any damages to any Government property resulting from these activities.

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3. **PAYMENT:** We require the advance payment by the CUA holder of **\$250.00**, which includes a \$100.00 Application Fee, \$100.00 Administrative Costs Fee, and \$50.00 Monitoring Fee, for the length of the CUA. Road based Commercial Tour Buses/Vans who pay the Commercial Entrance Fee are exempt from paying these fees.
4. **INDEMNIFICATION:** The CUA holder shall save, hold harmless, defend and indemnify the United States Government, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever. And by whomsoever made, arising out of the activities of the CUA holder, his employees, subcontractors or agents under this CUA.
 - a. The CUA holder shall purchase at a minimum the types and an amount of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this CUA.
 - b. The CUA holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this CUA and annually thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the CUA holder's insurance program hereunder.
 - c. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
 - d. **PUBLIC LIABILITY:** The CUA holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the CUA holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$1,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the CUA holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
 - i. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States Government and shall provide that the United States Government is named an additional insured.
 - ii. The CUA holder shall also obtain the following coverages at the same limits as required for comprehensive general liability insurance unless other limits are specified:
 1. **Product (General) liability - \$1,000,000 per occurrence (single activity)**

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2. **Automobile liability to cover all owned, non-owned, and hired vehicles: \$1.5 million for 7-15 passengers; \$5.0 Million for 16+ passengers; 1-6 passengers are unregulated by the state. (Insurance levels are set by the municipality you are operating in. Consult your insurance agent for less than 7 passengers.)**
3. **Workers' compensation (not applicable if you have no employees)**
5. **ASSIGNMENT:** The CUA may not be transferred, extended or assigned under any circumstances.
6. **REVOCATION:** The CUA may be revoked at any time at the discretion of the Superintendent without compensation to the CUA holder or liability to the United States.
7. **ANNUAL REPORT (Survey, attachment D):** By no later than December 31 of each year, the CUA holder shall submit an annual report, which summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this CUA, gross revenues are defined as:
 - a. The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the CUA. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the CUA.
 - b. Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this CUA.
8. **MITIGATION:** The area(s) authorized for use under this CUA must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent.
9. It is expressly understood that the CUA holder is subject to any and all special conditions attached. [Attachment B.]
10. **Please, do not alter the documents in this packet in any way.**